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TOWN OF SHUTESBURY

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Request for Proposal

SHUTESBURY MASTER PLAN UPDATE:

COMMUNITY VISIONING

(GOALS/OBJECTIVES/POLICIES ELEMENT)

June 23, 2016

The Town of Shutesbury, MA, is requesting Proposals for a Consultant to work with the Town on the 2016 Shutesbury Master Plan Update: Community Visioning (Goals/Objectives/Policies Element).

Proposals must be received at the Shutesbury, MA Town Administrator's Office, Shutesbury Town Hall, 1 Cooleyville Rd., Shutesbury, MA 01072 on or before **July 15, 2016, at 1:00pm** at which time they will be opened and read aloud. No responsibility shall be attached to any person for the premature opening of a proposal not properly marked. No proposal will be accepted at any other location or after the time and date specified. Project description and Proposal forms may be obtained from the following locations: Shutesbury Town Administrator's Office during regular business hours, Monday through Friday, 8:30 AM until 4:30 PM: the Town of Shutesbury MPWG webpage at http://www.shutesbury.org/master_plan_working_group: or by mail, or phone (413-259-1214), or email at townadmin@shutesbury.org.

The Town of Shutesbury reserves the right to accept any proposal; reject any or all proposal deemed not to be in the Town's best interest; reserves the right to waive or permit correction of minor informalities; and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the Town of Shutesbury and those submitting proposals.

- Rebecca Torres, Shutesbury Town Administrator

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INTRODUCTION

The Town of Shutesbury is embarking on a long term effort to develop strategic plans to take the Town into the future. This process includes visioning, Master Plan revision and strategic planning. This RFP primarily focuses on the visioning aspect of this process. Shutesbury invites planning consultants with strong large group facilitation skills to submit proposals to conduct a town visioning process between October 2016 and March 2017. We expect this process will become a catalyst to energize townspeople to do the work required for the vision to be achieved.

PROJECT DESCRIPTION

Shutesbury plans to develop a vision for the next 10 years *based on community input*. Input will be collected primarily through group facilitation sessions over two or more events. The final report will be due on March 30, 2017.

The budget for a Consultant must be less than $10,000 and goals/approach must be scaled accordingly. The RFP Consultant selection process and project management are being overseen by a Master Plan Working Group who is accountable to the town Planning Board.

DELIVERABLES/APPROACH

Consultant will:

1) Advise the working group including providing verbal guidance on best practices
2) Create a task list with timelines and owners
3) Conduct public data gathering processes (using events and other mechanisms)
4) Produce written deliverables

1. Advise

Participate in planning with the Master Plan Working Group (MPWG). Advise the MPWG on how best to engage the community in the visioning process, including attracting a truly representative cross section of Town residents to the community meetings, and possible use of a mailed-out survey or other approaches. Advice will include: goals/outcomes, logistical requirements, communications/engagement activities to drive participation[1], data gathering approach, plan for transcription, analysis, presentation of findings, best practices when

[1] Of special note is the town's desire to engage a diverse cross section of participants: teenagers, elderly, those with children, those who may not be able to attend in person....

reviewing/updating a master plan ... It is expected that the work will include one to two in person meetings with the MPWG, as well as email and phone communication, as needed.

2. Task List

Using decisions made with the Master Plan Working Group and best practices - create a spreadsheet that identifies critical tasks, owners (e.g. consultant, working group, community members) and deadlines.

3. Public Data Gathering

Design and facilitate public events that lead to 1) a better understanding of what matters to the community, 2) a shared vision/blueprint which will guide town priorities over the next 10 years and 3) a foundation for the next round of Master Plan development.

4. Written Deliverables

1. After each data gathering event, consultant will be asked to provide a brief written overview of the key themes which surfaced. If an alternative approach is used (e.g. survey), a similar overview will be required.

2. Original data will be returned to the Master Plan Working Group within 30 days of each event in either in a document which captures all raw data or the original flipcharts, post-it notes....

3. Consultant will provide MPWG with a draft report by March 17th, and based on MPWG feedback, a final report by March 30th 2017. The report shall include: 1) key themes from all data gathering, 2) vision statement, 3) analysis/recommendations, 4) an overview of the data gathering process and 5) a goals and policies statement consistent with MGL c. 41 § 81D (1) (based on the vision created and appropriate for inclusion in a future Master Plan).

TIMELINE

The targeted deadline for the completion of all work is March 30, 2017. This deadline allows for the outputs to be shared at the 2017 town meeting. If a three event model is used, two events would be held in the fall of 2016 and one in February 2017.

Pre-Selection/Contract:

RFPs Available	June 23, 2016
RFP Response	July 15, 2016 5:00 PM
Interviews (if necessary)	July 25 – August 5, 2016
Consultant Selection	**August 9, 2016**
Contract authorized	August 23, 2016

Post Contract:

Commence Project	August 31, 2016
Events held	October 3 – February 28
Analysis/Draft Report	March 17, 2017
Analysis/Final Report	March 30, 2017

MINIMUM CRITERIA

Minimum of two years of experience with successful planning and facilitating of community visioning or similar processes (groups of 5-200 people) in conjunction with local master planning, preferably in Massachusetts.

0. At least two prior similar projects.
1. The ability to work effectively with and lead small and large group participatory meetings attended by people of differing viewpoints and life phases. Skill in producing dialogue which leads to actionable outputs. Skill in bringing out others' best thinking. Ability to elicit input from less verbal participants (and graciously time manage to ensure all have opportunities to contribute). Understanding of how to engage not only those interested in Master Plans and town government but those who never think of these things.
2. Excellent writing skills.
3. Knowledge and understanding (through previous professional engagements or personal experience) of the nature of small towns and concerns of citizens.
4. The ability to work with a large volume of information, summarizing it so all ideas are captured, key ideas/themes are emphasized and information is distilled into a highly readable, actionable summary.
5. All the requirements of the RFP addressed in proposal.

Not required but potentially beneficial: facilitation training, mediation training, experience with open space planning, transportation design, urban design, fiscal planning, housing and market analysis, and community facilities planning.

RFP REQUIREMENTS AND EVALUATION

To be considered for this position, Consultant must have the prerequisite skills and experience and submit all required materials such that they are received by the deadline (1:00 PM on July 15, 2016). The proposal is limited to 15 pages (including appendices) using a font text point of 11-point or larger. Proposals should be succinct and well organized (brevity is appreciated). Resumes and References are not included in the page limits.

Evaluation Criteria based on Proposer responses to **RFP Requirements** questions 1 – 7 below shall be ranked as:

a. highly advantageous
b. advantageous
c. not advantageous

The winning candidate will demonstrate through his/her proposal, interview, and references that he/she is capable of:

a. Developing and orchestrating a solid visioning process,
b. Facilitating large town planning sessions t hat result in both high quality outputs and engaged, enthusiastic participants,
c. Collaborating with Master Plan Working Group members to orchestrate a successful process with a strong set of actionable outputs.

Candidates' proposals will be evaluated based on the RFP requirements and minimum criteria. Those selected for additional consideration may be interviewed (in person), work product/writing samples will be requested and finalist references will be checked.

The proposal will include the following sections and information:

1. **Cover letter** providing Federal Tax ID number, statement of ability to complete the work given anticipated workload, absence of conflicts of interest and a stated commitment to work within the under $10,000 budget stipulated.

2. **Consultant qualifications** for any consulting candidates proposed for the project. Summary of relevant skills, experience and education

3. **Project Team**: Provide overview of any additional resources who will be used to support the Consultant (e.g. transcription of data harvested at events) and description of how their services will be used. The proposed project team will be the contract project team unless changes have been approved, in writing, by the Master Plan Working Group.

4. **Approach** (to include project management, driving attendance/engagement, facilitation, reporting) including detailed schedule.

5. **Answers to the following questions:**

   a. Why do you believe visioning is important for a small rural community[2] such as Shutesbury?
   b. What is your approach to ensure community visioning processes are successful?
   c. How would you develop and orchestrate a solid visioning process?
   d. How many towns of <10,000 have you worked with? What were the tasks and outcomes?
   e. What support would you ask the Master Plan Working Group for? (Specific tasks)

[2] Small rural community is defined for this purpose as < 10,000 people.

f. How would you collaborate with Master Plan Working Group members to orchestrate a successful process with a strong set of actionable outputs?
g. How would you facilitate large town planning sessions that result in both high quality outputs and engaged, enthusiastic participants?
h. How do you ensure that less vocal members of a community are appropriately engaged?
i. What ideas do you have for including the opinions of community members who are not able to attend in person?
j. What is your approach to partnering with committees responsible for coordinating community engagement initiatives of this sort?

6. **Resumes** – Consultant and any support staff
7. **References** (For Consultant three references including two from town officials or participants where visioning or similar work has been performed). The reference list should include: name, address, telephone number, email, title pf project, brief description of project and when performed. For any staff used by Consultant, provide references from three relevant projects where similar skills were required.

RFP SUBMISSION

Proposals are due by 1:00 PM on July 15, 2016. Interested parties should submit twelve (12) paper copies of their proposals accompanied by a digital copy on a CD or memory stick. The Town shall not be liable for any cost incurred by Consultants in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements. The Town of Shutesbury reserves the right to request additional information including previous work samples following a review of the initial submission.

Submit 12 sets of your sealed proposal in two separate envelopes, one with the RFP non-price proposal, and one with the price proposal to:

Community Visioning Proposal
c/o Rebecca Torres, Town Administrator
Shutesbury Town Hall
1 Cooleyville Road
P.O. Box 276
Shutesbury, MA 01072

Any proposal submitted after the due date and time will not be opened. Questions regarding the RFP should be directed to MPWG@shutesbury.org . Any changes in the RFP, clarification of substance, etc. will be conveyed in writing to all Consultants who receive the RFP.

All proposals will be kept confidential to the Town Administrator, Planning Board, Master Plan Working Group and town Select Board until opened on July 15.

CONTRACT

THIS CONTRACT, is made and entered into this ____ day of **July**, 2016 by and between the Town of Shutesbury, a Municipal Corporation of Franklin County, Massachusetts (hereinafter called the "Town"), and _____ (hereinafter called the "Consultant").

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties as follows: This contract covers the period from August 23, 2016 to April 30, 2017.

This contract references and incorporates all aspects of the Request for Proposal; Shutesbury Master Plan Update: Community Visioning, dated June 23, 2016, and the consultant's response. The purpose of this work is to update the Shutesbury Master Plan through a process of Community Visioning in a long-term effort to develop strategic plans to take the Town into the future.

1. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
2. The TOWN will pay to the **CONSULTANT $**_____ when the final report is submitted with an invoice.
3. Additional contract provisions are incorporated herein and attached here to as Exhibit A.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures this _____ day of _____, 20_____.

Town of Shutesbury, Massachusetts

By _____

Selectboard Chairman

_____

Board Member

_____

Board Member

By _____

Consultant

_____

Title

Exhibit A

TERMINATION

If the Consultant becomes bankrupt or insolvent during the term of this Contract or is unable to meet obligations as they become due, or breaches the terms of this Contract in any way, Shutesbury may forthwith terminate this Contract upon written notice thereof to the Consultant. Such termination shall not prejudice Shutesbury's right to any amounts of work product then due under this Contract.

If Shutesbury shall become bankrupt or insolvent during the term of this Contract, or is unable to meet obligations as they become due, this Contract shall be deemed breached by Shutesbury, and the Consultant shall have the right to terminate this Contract by serving written notice of termination. This shall be the exclusive right of the Consultant.

Either party may terminate this Contract, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Contract through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

If Shutesbury terminates for default, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs Shutesbury incurs because of the Consultant's default.

Shutesbury may terminate this Contract, in whole or in part, in writing for inconvenience, (such as for legal or financial reasons or major changes in the work or program requirements) and the Consultant is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

If Shutesbury terminates for inconvenience, the Consultant shall be paid for work performed to date.

Upon receipt of a termination action under the paragraphs above, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Shutesbury all data, drawings, specifications, reports, estimates, summaries and such other information and materials as the Consultant may have accumulated in performing this Contract, whether completed or in process. Upon termination under the paragraphs above, the Shutesbury may take over the work and prosecute the same to completion by agreement with

another party or otherwise.

If, after termination for failure of the Consultant to fulfill its contractual obligation, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the inconvenience of Shutesbury.

INDEMNITY

The Consultant will indemnify, and hold Shutesbury its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by the Consultant pursuant to this Contract.

INSURANCE

The Consultant shall, at all times during the Contract, maintain in full force and effect: contractual liability coverage for the provisions of section INDEMNITY. All insurance shall be by insurers and for policy limits acceptable to Shutesbury and, before commencement of work hereunder, the Consultant agrees to furnish Shutesbury with certificates of insurance or other evidence satisfactory to Shutesbury to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Consultant shall carry reasonable insurance acceptable to the town.

LICENSE AND FEES

The Consultant shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

NONDISCRIMINATION

The Consultant shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veterans status, sexual orientation or any other protected class under the law.

COMPLIANCE WITH LAWS

1. The Consultant shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the Consultant where there exists conflicting ordinances on the subject.

2. Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws, Chapter 149, Section 27F.

AVAILABILITY OF FUNDS

The compensation provided by this Contract is subject to the continued availability of Shutesbury funds and Shutesbury appropriations.

ACCESS TO RECORDS

Consultant will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Contract available at all reasonable times for inspection, review and audit by Shutesbury or its authorized representative.

RIGHTS AND REMEDIES

Shutesbury's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only therein.

MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

ASSIGNMENT

Shutesbury and Consultant recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

SUCCESSORS AND ASSIGNS

Shutesbury and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Consultant shall belong to the Owner.